

X 1977 - 79 AGREEMENT

BETWEEN

HOPE TOWNSHIP BOARD OF EDUCATION

AND

HOPE EDUCATION ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

SEP 24 1981

RUTGERS UNIVERSITY

PREAMBLE

"This Agreement proposed this *11<sup>th</sup>* day of *March* 1978, by and between the Board of Education of Hope, The Township of Hope, New Jersey, hereinafter called the "Board" and Hope Education Association, hereafter called the "Association".

WITNESSETH:

"WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Hope Township School district is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration and the maintenance of high morale among the teaching faculty, and

"WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

"WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws, 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

"WHEREAS, the parties have reached certain understandings which they desire to confirm in the agreement, be it

"RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel certified to teach in the Hope Elementary School but excluding the administrative principal, child study team members and substitute personnel.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all certified teachers holding standard certificates issued by the N. J. State Board of Examiners, represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than September 8th, 1978.

Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Association and by the Board.

#### B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

# ARTICLE III

## SALARY SCHEDULE

1977-78

<u>Steps</u>	<u>B.S.</u>	<u>B.S. + 15</u>	<u>B.S. + 30</u>	<u>M.A.</u>
1	\$9,890.00	\$10,090.00	\$10,290.00	\$10,490.00
2	10,250.00	10,450.00	10,650.00	10,850.00
3	10,696.00	10,896.00	11,096.00	11,296.00
4	11,099.00	11,299.00	11,499.00	11,699.00
5	11,583.00	11,783.00	11,983.00	12,183.00
6	12,013.00	12,213.00	12,413.00	12,613.00
7	12,443.00	12,643.00	12,843.00	13,043.00
8	12,873.00	13,073.00	13,273.00	13,473.00
9	13,303.00	13,503.00	13,703.00	13,903.00
10	13,733.00	13,933.00	14,133.00	14,333.00
11	14,163.00	14,363.00	14,563.00	14,763.00
12	14,593.00	14,793.00	14,993.00	15,103.00
13	15,077.00	15,277.00	15,477.00	15,677.00
14	15,641.00	15,841.00	16,041.00	16,241.00

1978-79

1	10,300.00	10,500.00	10,700.00	10,900.00
2	10,711.00	10,911.00	11,111.00	10,311.00
3	11,101.00	11,301.00	11,501.00	11,701.00
4	11,584.00	11,784.00	11,984.00	12,184.00

<u>Steps</u>	<u>B.S.</u>	<u>B.S. + 15</u>	<u>B.S. + 30</u>	<u>M.A.</u>
5	\$12,020.00	\$12,220.00	\$12,420.00	\$12,620.00
6	12,544.00	12,744.00	12,944.00	13,144.00
7	13,010.00	13,210.00	13,410.00	13,610.00
8	13,476.00	13,676.00	13,876.00	14,076.00
9	13,942.00	14,142.00	14,342.00	14,542.00
10	14,407.00	14,607.00	14,807.00	15,007.00
11	14,873.00	15,073.00	15,273.00	15,473.00
12	15,339.00	15,539.00	15,739.00	15,939.00
13	15,804.00	16,004.00	16,204.00	16,404.00
14	16,328.00	16,528.00	16,728.00	16,928.00

#### B. Longevity

Longevity steps of \$300 at 15 years, \$350 at 20 years and \$425 at 25 years service in the Hope School will be made.

#### C. Payment

Teachers employed under the terms of this Agreement shall be paid in twenty (20) equal semi-monthly installments. Checks shall be payable on the 15th and 30th of each month, unless these days occur on a weekend, in which case payment shall be made on the last school day preceding the weekend. Final payments shall be made on the last school day upon completion of all teacher responsibilities and duties.

#### D. Savings

Ten percent (10%) of net salaries will be withheld, for those teachers desiring, until the last school day in June. This money shall be held by the Tri-County Credit Union.

## ARTICLE IV

### ADDITIONAL BENEFITS

#### A. Health Benefits

The Board shall pay the premium for basic hospitalization, basic medical-surgical and major medical coverage for those employees electing to join the group plan. For those employees eligible for family coverage, the Board shall pay the premium for this added coverage. The basic plan shall revolve around the wrap-around package.

#### B. Tuition Payments

These payments will follow the procedure listed below:

1. Seventy five percent (75%) of total tuition costs to employee, not to exceed \$500/per annum.
2. Payment will apply in the contract year in which courses are approved by the administrative principal.
3. Graduate course
4. Administrative approval prior to registration for course.
5. Accredited college
6. Related to field of employment
7. Excluding food, lodging and transportation.
8. In the event of special workshops and seminars, special consideration and approval of principal and board.
9. Upon conditions of re-employment, courses shall not be reimbursable.
10. Successful completion evidence required.
11. Reimbursements to be submitted only at three meetings a year: September, February or June.



### C. Convention Expense

The Board will give assistance to those teachers who attend the NJEA Convention. A \$20 maximum is allowed.

### D. Retirement

Upon retirement from the Hope Township School system, a teacher shall be reimbursed at the rate of ten (10) dollars for each day of accumulated sick leave within the Hope Township School system, not to exceed five hundred (500) dollars. [To be eligible, a teacher must have taught a minimum of twenty (20) years.] *add-*

### E. Evaluation Copies

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the administrative principal's office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

## ARTICLE V

### LEAVE POLICY

#### A. Sick Leave

All salaried employees shall be given an annual sick leave on the basis of one (1) day per month for each month or proportional month of annual contract. For example: a salaried full time employee on a ten (10) months contract shall receive ten (10) days of sick leave; a half-time salaried employee on a ten (10) months contract shall receive five (5) days of sick leave. The unused sick leave shall be accruable.

#### B. Personal & Emergency Leave

All salaried employees shall be given an annual leave of one (1) day for each two (2) months of annual contract for personal emergencies and business. For example: a salaried full time employee on a ten (10) months contract shall be entitled to a maximum of two (2) days for personal reasons and three (3) days for emergencies. The three (3) emergency days must have the approval of the administrative principal.

The use of a school day for seeking other employment cannot be condoned by either party to this contract and will result in the deduction of one day's pay for each occurrence.

Personal and emergency leave for part-time salaried employees shall be pro-rated accordingly. Example: 1/2 time salaried employee on a ten month contract shall receive two and one-half (2 1/2) days.

These days are not accruable. The intent of these days is for the well being of the teacher.

C. Limitation

For any days taken beyond those provided in the policy set for the foregoing, 1/200th of the yearly salary will be deducted for each day. .

## ARTICLE VI

### GRIEVANCE

#### A. Procedure

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. He, the Association, or any other participant in the grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of presenting the grievance or participation in the procedure. He shall have the right to present his own appeal or designate representatives of the Hope Education Association or another person of his choosing to appear with him at any step of the grievance.

The presentation of a grievance shall proceed as follows:

1. Grievance shall first be brought to the attention of the Administrative principal within thirty (30) days of the cause for grievance. Every effort should be made to resolve the problem informally at this level.
2. If the problem is not solved to the satisfaction of the aggrieved, he may request a meeting with the Board. This meeting shall also be informal.
3. If the aggrieved person does not agree with the decision rendered, he may then file a written request to the Association that they submit the grievance to arbitration.
4. The Association shall meet to determine the merit of the request.
5. If their decision is to proceed, the Association shall then present a written notice of submission to arbitration to the Board.

6. Selection of an arbitrator shall be by mutual agreement of the Association and Board. If agreement is not reached within agreed time limits, then application shall be made to the American Arbitration Association and both parties shall be bound by the rules and regulations of that Association.
7. The decision of the arbitrator shall be binding on each party. The costs of the services and expenses of the arbitrator will be borne equally by the Association and the Board.

B. Miscellaneous Provisions and Conditions

1. In the interest of prompt resolution, a maximum of ten (10) school days shall be allowed for settlement of grievances, before proceeding to the next step, for those steps up to #6. A maximum of twenty (20) school days shall be allowed for the selection of an arbitrator. These time limits may be extended by mutual agreement. In the event that the aggrieved fails to follow specified time limits, it shall be determined that he has waived his right to further consideration of said grievance.
2. The Association shall have the right to be present at all stages of the grievance procedure.
3. The principal can, at his option, request a designee of the Board to be present at any meetings in level one.
4. The Board shall have the right to have present at all meetings whatever representatives or consultants they deem necessary.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

6. All teachers, including the grievant, shall continue under the direction of the administrative principal until such grievance is properly determined.

C. Conclusions

The following types of grievance shall not become subject to arbitration:

1. Any problem which is specifically provided for by law.
2. Any situation upon which the Commissioner of Education has ruled or has the power to rule.
3. The filling of a non-tenure position by a certified employee.
4. Dismissal of non-tenure teachers, with sixty (60) days notice.

## ARTICLE VII

### KEYS

Keys to storage area shall be provided to any personnel involved in extra curricular activities. The key is to be returned to the administrative principal upon conclusion of said activity.

Keys to individual classrooms shall be provided to the teachers for on duty hours. The intention being to protect valuables during classroom hours when the teacher must leave the room.

## ARTICLE VIII

A good quality dictionary will be supplied in every classroom.

## ARTICLE IX

Teachers shall return their contracts or letter of non-intent by the third (3rd) Tuesday in May. Such a letter of non-intent will be binding by the third (3rd) Tuesday in June.

## DURATION OF AGREEMENT

This Agreement shall be effective on the first day of July, 1977, and shall continue in effect until the thirtieth day of June, 1979.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president and attested to by its secretary.

HOPE EDUCATION ASSOCIATION

By *Neil V. Walsh*  
President

By *Robert M. Kirk*  
Secretary

DATE: *March 10, 1978*

HOPE TOWNSHIP BOARD OF EDUCATION

By *Ronald W. Bees*  
President

By *Mary E. Berdnott*  
Secretary

DATE: *March 21, 1978*